

REMARKS

In response to the Official Action mailed May 22, 2003, Applicants amend their application and request reconsideration. In this Amendment new claim 21 is added so that claims 17-21 are now pending.

In this Amendment claims 17 and 19 are amended. Claim 17 is amended based upon the description in the patent application concerning Embodiment 1, particularly from page 14, line 25 to page 15, line 2, page 15, lines 14-22, and page 16, line 9 to page 17; line 2. As described in those passages, there is a communication network through which a first group and a second group of information apparatus can communicate with each other. The apparatus in the two groups differs because the apparatus of the second group can write data on and read data from a recording medium, for example a portable credit-card size device. As described in the specification, the first group information processing apparatus processes and controls data, assigns registration numbers to contact lens wearers based upon the data and records various data, including the registration number, on the recording medium for corresponding contact lens wearer. Further, this data includes a determination of the proper duration of use of particular contact lenses and, thereby, the time at which the lenses should be replaced, i.e., exchanged, based upon each individual user's diagnosis. The information also includes selling dates of contact lenses as well as the type of contact lens. This information is sufficient to provide notification to a customer, i.e., contact lens wearer, as to when the contact lenses should be exchanged, i.e., replaced by new contact lenses. Because of the general interconnection between these two groups of information processing apparatus, the contact lens wearer who has been issued a medium containing information pertaining to his own needs can easily change practitioners providing eye care, all of whom are part of the system, without a loss in continuity of treatment. In other words, the user can readily change the ophthalmologist or optometrist consulted with respect to contact lens diagnosis, prescription, and allied needs.

With regard to the amendment of claim 19, the amendment is clearly supported by the description in the patent application with respect to Embodiment 3 and Figure 8. As explained there, a contact lens wearer participating in the method according to the invention enters into a yearly contract. At the end of each contract term, the user is presented with three options. The first option is merely renewing the contract for an additional year. The other options require the cancellation or non-renewal of the contract. If the contract is not renewed, then the contact lenses on hand are either returned to the contact lens seller, the second option, or retained and paid for, the third option. Further, as described at page 21, lines 24-27, claim 19 is amended to recite that new contact lenses are provided, whenever

necessary, for example when the transparency of the lenses unacceptably changes, when a contact lens is broken, or when the contact lens becomes unusable because of soiling or scratching. These events all occur at irregular, unpredictable intervals but, in the claimed system, result in the issuing of replacement lenses without regard to the maximum prescribed wearing term of the lenses.

Claims 17-19 were rejected based upon newly cited references, Pauly et al. (U.S. Patent 4,958,280), in view of Fay (U.S. Patent 5,983,201). Further, claim 20 was rejected based upon the same combination of references and further in view of a non-patent publication concerning contact lenses and authored by Steltzer. This publication is helpful in understanding the error in the rejection with regard to all pending claims.

New claim 21 is supported at page 22 of the patent application in the description concerning Embodiment 3 and Figure 8.

Pauly is clearly pertinent prior art and describes a system of distributing disposable contact lenses. As pointed out by Steltzer, these contact lenses typically have a use period of one to two weeks, after which they are discarded and new contact lenses are employed. These disposable lenses have no requirement for cleaning or disinfecting and do not use any special heating or other devices, making them more acceptable to users. The relationship between Steltzer and Pauly is made clear because Steltzer refers to Vistakon as the supplier of lenses. Vistakon is the assignee of Pauly.

With regard to the independent claim 17, Pauly was relied upon as describing transferring various information, including the assignment of a customer identification number that is correlated with diagnostic data supplied to a contact lens provider. Pauly was acknowledged to lack any teaching concerning matching a selling agent with a particular customer, i.e., contact lens wearer, based upon the address information of the contact lens wearer. Fay was relied upon as supplying that information. Even if it is assumed, for the sake of argument, that Pauly and Fay support the propositions for which they were cited, there is no teaching in either reference for the system as described in amended claim 17.

The system of claim 17 includes a medium with unique data for each contact lens wearer, i.e., customer, so that the customer can contract for contact lens supply and can consult with any of the optical care personnel who participate in the contact lens selling system for care, for example, an updated diagnosis and prescription. Neither Pauly nor Fay disclose this feature. Therefore, no combination of Pauly and Fay can suggest any of claims 16-20. Upon reconsideration, the rejection of those claims should be withdrawn.

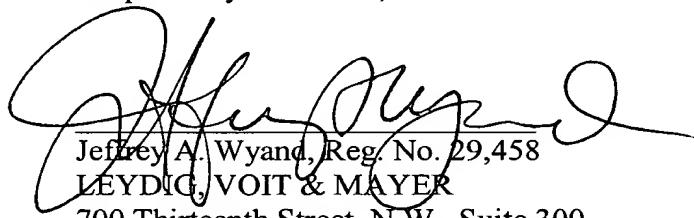
With regard to amended claim 19, as already mentioned, the system of Pauly for distributing disposable contact lenses, as further explained by Steltzer, requires the regular

periodic distribution of contact lenses to contact lens users. This regular distribution is required because the contact lens users dispose of their contact lenses every one or two weeks. By contrast, the system as described in claim 19 provides for irregular distribution of contact lenses, not on an unvarying regular basis, but based upon irregular events that may occur. The contact lens system according to the invention contemplates, as referred to by Steltzer, the kind of contact lenses that last longer than two weeks, for example one year. Steltzer points out that with these "traditional lenses a patient only uses two lenses per year...", Steltzer paragraph 3. Thus, in the system according to the invention, as described in the patent application, the typical contract has a duration of one year during which time only one pair of contact lenses needs to be provided, except for the occurrence of irregular events as mentioned in amended claim 19. The essentially continual supply of contact lenses in Pauly does not suggest, even in combination with Fay, the method of claim 19.

The rejection of claim 20, based upon the addition of the Steltzer article, cannot be properly maintained. As already explained, claim 17, the sole independent claim, distinguishes from the prior art represented by Pauly and Fay. Even if the limitation of claim 20 is disclosed by Steltzer, Steltzer does not disclose nor suggest the parts of amended claim 17 that are missing from Pauly and Fay. Therefore, no combination of the three references can establish *prima facie* obviousness of dependent claim 20.

Reconsideration and withdrawal of the rejection and allowance of claims 17-21 are earnestly solicited.

Respectfully submitted,



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